



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

June 4, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC HEALTH: STANDARD AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF EDUCATION:
SUMMER FOOD SERVICE PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This Board action seeks approval to execute a forthcoming Standard Agreement to allow the County to be reimbursed for health and sanitation inspections of food services operations as required by the California Department of Education Summer Food Services Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute Standard Agreement CN088040 (Exhibit I) from the California Department of Education (CDE) to provide funding to DPH's Environmental Health Program (EH), to conduct health and sanitation inspections of food service operations at 387 CDE sites within the County that provide free lunches to children as part of the CDE 2008 Summer Food Services Program (SFSP), effective July 1, 2008, through September 30, 2008, in the amount of \$35,902, at no net County cost, upon review and approval by County Counsel and the Chief Executive Office and notification of the Board offices.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Delegate authority to the Director of DPH, or his designee, to execute future Standard Agreements to accept subsequent CDE SFSP annual funding in an amount not to exceed \$55,000 per program year, at no net County cost, through September 30, 2013, or until CDE's termination of SFSP, whichever occurs first, subject to the review and approval of County Counsel and the Chief Executive Office and notification of the Board offices.
3. Delegate authority to the Director of DPH, or his designee, to execute amendments to these Standard Agreements to accept rollover funds or to increase or decrease funding up to 25 percent of the annual award for the period of July 1, 2008, through September 30, 2013, at no net County cost, subject to review and approval by County Counsel and the Chief Executive Office and notification of the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

SFSP supplements the National School Lunch Program during school vacations (June-September) and is administered by CDE under the United States Department of Agriculture. CDE provides funding reimbursement to sponsoring organizations for serving meals to children and to local health agencies for inspecting the SFSP operations. Federal regulations require SFSP sponsoring organizations to operate within the standards prescribed by their local health agency and since SFSP will operate within the County, the County's inspection is required to ensure that the County's food operation standards are met.

DPH's EH will provide health and sanitation inspections for the SFSP operations. The SFSP locations will be provided by the sponsoring organizations and the CDE. Under this program EH inspectors will visit food preparation facilities where meals are delivered and eaten to observe the safe and sanitary food handling techniques as well as the proper storage of food, including leftovers. Furthermore, EH inspectors will check equipment used in the transporting and delivery of meals for temperature and damage control. After these inspections, inspectors will provide written inspection reports to SFSP sponsoring organizations and to the CDE.

FISCAL IMPACT/FINANCING

Under Standard Agreement CN088040, DPH will receive \$35,902 to conduct health and sanitation inspections of food service operations at CDE food services program sites during the period July 1, 2008, through September 30, 2008. Furthermore, under the future CDE Standard Agreements, DPH will receive a maximum of \$55,000 per year to conduct these health and sanitation inspection services.

Honorable Board of Supervisors
June 4, 2008
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Funding for this program is included in DPH's Fiscal Year 2008-09 Proposed Budget and will be requested in future fiscal years, as necessary.

There is no net County cost to DPH under this program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DPH has received funding from CDE to provide these health and sanitation inspections of CDE SFSP sites since January 1996.

County Counsel has reviewed Exhibit I as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will ensure that health and sanitation inspections of food service operations of the CDE SFSP will continue uninterrupted within the County.

CONCLUSION

When approved, DPH requires four signed copies of this Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:RFM:yb

Attachment

c: County Counsel
Director and Health Officer, Department of Public Health

060408_DPH_Summer Food

AGREEMENT NUMBER

CN088040

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Education

CONTRACTOR'S NAME

Los Angeles County Department of Public Health Environmental Health

2. The term of this Agreement is: 07/01/08 through 09/30/08

3. The maximum amount of this Agreement is: \$ 35,902.00
Thirty-Five Thousand Nine Hundred Two Dollars and No Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 2 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

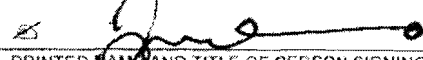
CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Department of Public Health Environmental Health

BY (Authorized Signature)

DATE SIGNED (Do not type)



5/9/08

PRINTED NAME AND TITLE OF PERSON SIGNING

ANGELO J. BELLOMO DIRECTOR OF ENVIRONMENTAL HEALTH

ADDRESS

5050 Commerce Drive, Baldwin Park CA 91706

STATE OF CALIFORNIA

AGENCY NAME

California Department of Education

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Sharon Taylor, Director, Fiscal and Administrative Services Division

ADDRESS

1430 N Street, Room 2213, Sacramento, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

Contractor will provide health and sanitation inspections within its jurisdiction.

II. PROJECT MONITORS:

The CDE assigns **Janice Hunt (916) 327-8970** as state project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns **Thomas West (626) 430-5555** as contractor project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

III. CONTRACTOR'S RESPONSIBILITIES:

Detailed description of work to be performed and duties of all parties is included herein as part of Exhibit A (Pages 2-2).

EXHIBIT A

Scope of Work

Contractor's Responsibility: The contractor, Los Angeles County, Dept of Environ Health, will provide health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction. These inspections will be conducted in accordance with state and local environmental health standards. The inspectors visit food preparation facilities and/or sites where meals are delivered and eaten. Inspectors will also observe for safe and sanitary food handling techniques as well as proper storage of food, including leftovers. Equipment used in the transporting and delivery of meals will be tested for temperature and damage control. The inspectors will provide written inspection reports to the SFSP program sponsors and to the California Department of Education (CDE). The inspectors shall furnish all labor and material to perform the inspection services.

The Department of Education's Responsibility: The CDE will direct each sponsor participating in the SFSP to notify its respective health department of the agency's participation in the program and the location of each of its site and/or food preparation facility.

Contractor will provide a total of 352 inspections.

The contractor shall submit all invoices to the CDE no later than September 30, 2008. Invoices received by the CDE after September 30, 2008, may not be paid. The contractor shall submit to the CDE for review copies of all reports generated as a result of the contractor's inspections. The contractor shall keep on file all reports for three years following the conclusion of the contract. The contractor shall submit to the CDE a list of all agencies inspected during the contract period and identify which inspections are being billed.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number** and shall be submitted in arrears, at the end of the contract period in duplicate to:

California Department of Education
Nutrition Services Division
1430 N Street, Suite 1500
Sacramento, CA 95814
Attention: Janice Hunt

II. BUDGET CONTINGENCY CLAUSE:

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

III. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

IV. BUDGET ADJUSTMENTS:

Surplus funds from a given line item of the budget may be used to defray allowable direct costs under the budget line items up to ten percent (10%) with prior written approval of the Department of Education. Any change of more than ten percent (10%) requires a contract amendment and approval by the State Department of General Services. Budget adjustments shall not be allowed which increase the compensation rate for consultants.

Exhibit B Budget Detail

Los Angeles County, Dept. of Public Health Environmental Health

Contractor will provide a total of 352 inspections for a total of \$35,902.00.

Inspections to be conducted: July 1, 2008 – September 30, 2008						
Type of Site	Number of Inspections		Fee Per Site Inspection		Total Cost	Total Cost Agreement
Vended Feeding Sites	267	X	\$91.00	=	\$24,297.00	\$35,902.00
On-site Preparation Sites	70	X	\$133.00	=	\$9,310.00	
Meal Preparation Facilities	15	X	\$153.00	=	\$2,295.00	

Total Contract

\$35,902.00

EXHIBIT D
SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

ADDITIONAL PROVISIONS

I. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Years covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day termination clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

II. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

III. CONTRACTOR EVALUATION:

Within sixty (60) days after the completion of this Agreement, the Project Monitor shall complete a written evaluation of Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (Public Contract Code Section 10369)

IV. RIGHT TO TERMINATE:

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.